

PROCOURT XP WARRANTY ⁵

NGI Sports endeavors to use the highest quality materials and the latest manufacturing techniques in producing your playing surface. This limited Warranty shall be considered valid so long as the installer and NGI signatures are affixed on the warranty, the original of the signed warranty application is on file in NGI Sports' offices, payment has been made in full and NGI Sports has been provided at least 1 (one) before photo and 3 (three) different high resolution after photo's (digital) of the completed installation.

Warranty Conditions: NGI Sports, a Division of River City Athletics (hereafter NGI) manufactures the ProCourt XP system which is warranted against defects in materials and workmanship for a period of 5 years from the finished installation date and is subject to the terms and conditions stated herein. NGI warrants that, for a total period of 5 years under unlimited hours of normal tennis play, ProCourt XP ...

- * will not deteriorate from rot, mildew, microbacteria, alkali, detergent, smog, or other ecological influences, including topical snow, ice or temperature variation;
- * will substantially retain its tensile stability and resiliency as well as consistency in ball bounce height.
- * will meet ultraviolet stabilization parameters.

In the event ProCourt XP fails one or more of the above described warranty conditions, NGI shall, at its sole discretion and sole expense, repair or, at its sole option, replace the entire ProCourt XP surface, or just a portion thereof in order to correct the affected parts covered herein on a pro rata basis. The remedy of repair or replacement set forth herein shall be the sole remedy and NGI shall have no other obligations or liability in connection with any matter or thing, the condition or quality of the NGI surface and further, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

This limited Warranty is expressly in lieu of any and all conditions and warranties expressed or implied in fact or by law, otherwise including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligations or liabilities for NGI and only the limited Warranty expressed herein shall apply.

Requirements: NGI's Warranty shall not be valid, unless:

- * NGI Certified Installer has provided NGI with signed warranty application certifying that the Project was properly supervised and installed in compliance with established NGI Installation Procedures; said completed warranty application form is executed and submitted to NGI within 30 days after completion of the project;
- * Customer provides NGI and Installer with written notice, within 30 days from the date Customer first discovers a problem, describing the details of the problem.
- * Customer to comply with maintenance documentation and guidelines as provided by NGI, general inspection recommendations and, as necessary and at customer expense, contract with an NGI approved contractor using NGI approved surfacing materials, methods and guidelines to work with said court(s) as specified by NGI.

NGI reserves the right to investigate any reported problem to determine the validity of the problem and the extent of any warranty coverage.

Limitations of Warranty: NGI's Warranty shall be limited to repair or replacement of the ProCourt XP surface as specified herein. Under no circumstances shall NGI provide any warranty for any defects in the material, quality, or workmanship of the ProCourt XP surface, or for any damages or liabilities, in connection with, arising from, or resulting from

- * acts of God, or conditions beyond NGI's control;
- * negligent installation by installer; installer not following NGI guidelines for installation of ProCourt XP;
- * any use of materials not recommended by NGI for ProCourt XP installation, care and/or upkeep;
- * negligent use, mis-use or abuse and/or non-compliance of general NGI recommended maintenance or upkeep of surface;
- * any base, sub-base or concealed site and moisture conditions, including any and all preparation work performed by installer; any base, sub-base conditions existing prior to the installation of the ProCourt XP or failure of sub-base after installation.
- * conditions on site which are (1) subsurface / concealed physical conditions; (2) unknown physical conditions of any unusual nature and which differ from conditions encountered at installation or (3) differ to those conditions described to NGI;
- * courts that are repaired, replaced, or altered by anyone other than an NGI approved contractor;
- * any failure to comply with the requirements stated herein.

INSTALLATION NAME/ADDRESS: _____ C O P Y _____

COMPLETED INSTALLATION DATE: _____ XX _____ WARRANTY EXPIRATION DATE: _____ XX _____

Signature - Installer/Installation Company

Tele #:

05.15

WA #

TW #

XX XX
NGI Sports, a division of River City Athletics, LLC
2807 Walker Road, Chattanooga TN 37421
1-800-835-0033

